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Avoiding the Profit Squeeze

Stop “Winging it”!

By Leslie M. Kusek

Our industry is an anomaly when it comes to marketing. Take a look at healthcare or technology or automotive—marketing is taken very seriously. Tremendous research is done to understand where potential growth may lie, and how to position the company to accomplish that growth. Existing customers are surveyed, potential customers are studied and the firm’s leadership is well equipped to understand competitive advantage, brand and how operations need to change to take the company where it needs to go.

However, for the most part, the professional service firms serving the built environment are still discovering the power of this strategic thinking. Firms often struggle to communicate their brand—to answer “Why us?”

When I talk to a civil engineering firm and ask what they do, they say, “Civil engineering.” When I talk to an architect and ask what they do, they say, “We’re architects.” But that’s not what they really do—just ask their clients.

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The following material is provided for informational purposes only. Before taking any action that could have legal or other important consequences, speak with a qualified professional who can provide guidance that considers your own unique circumstances.



You are nearing project completion. Overall, it’s been a pretty successful and trouble-free venture -- but it hasn’t been perfect. Your client hit you with a few surprise project add-ons that resulted in a bit of scope creep. You’ve had to put in a few extra hours and pay overtime to both your staff and your subconsultants. Plus, your costs for fuel, equipment and supplies are sure a lot more than you anticipated.

Suddenly it hits you. The extra time and money you’ve put into this project is taken a sizable bite out of your projected profits. Any more surprises and you may not be making a profit at all. You went into the work with a pretty tight margin in the first place because you really wanted to work with this new client, hoping for more lucrative work in the future. But now your rather low bid isn’t looking like such a smart idea. There’s a possibility you may be losing money on this deal.

So what do you do? Do you start taking shortcuts to squeeze as much

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profit out the project as possible? If you avoid any glaring errors or omissions the client will probably not notice that a little quality control is being sacrificed.

Do you, instead, ask your client for an increase in fees due to the scope creep that occurred during the project? The client may understand, or it may consider such a move highly unprofessional.

Or, do you simply bite the bullet? Do you continue to perform all services asked for and sacrifice rightfully earned profit to keep your client happy?

None of these three options is ideal. The best option is to avoid this predicament in the first place. Here are a few tips to help you ensure that you end up with a satisfied client and an adequate profit at project completion.

Develop a Full Scope of Services

Developing a comprehensive scope of services is an essential first step to basic project and budget management. The scope should identify exactly what you are being paid to do as a design consultant and, equally important, what you are *not* being paid to do. A comprehensive scope allows you to budget time for your services more effectively and, as a consequence, quote a more accurate and adequate fee.

Discuss your scope of services with your client. Explain clearly the full scope of services you feel is necessary for a successful project. If the client chooses to forgo recommended services, document your client's decision in writing, explaining that those services were recommended and offered. If the

client asks for extended services, this gives you ammunition for establishing an adequate and itemized budget.

Do not let your client forego services that you feel are critical to a successful project. In the event of a future claim, a judge or jury is likely to believe a plaintiff's argument that you, as an experienced professional, were in a far better position to know what was and was not needed for successful project completion. Accordingly, you could be found negligent because you did not insist upon performing a critical service whose omission feasibly allowed a problem to occur. Never mind that you told the client that the service was needed. Never mind that the client expressly said the service would be unnecessary or performed by others. You will likely be held liable.

Charge an Adequate Fee

Don't undersell your services. Sure, there is always the temptation to shave a few dollars off of your bid in order to increase your chances of getting the job. But do you really want a client who is looking for the lowest bid?

Keep abreast of prevailing fees in your industry and locale. Is your fee structure in line considering your areas of expertise and years in service? When was the last time you increased your fees? Have your costs increased for subconsultants, overhead and other expenses? Balance these factors with what you think the market will bear.

Similarly, if you are asked to provide cost estimates

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in your bid, be as realistic and thorough as possible. Make sure you are using up-to-date figures for materials, systems, etc. Present these figures as “opinions of probable costs.” Let your client know these are not guarantees and that actual costs may differ.

Ask For a Contingency Fund

Relatively few projects evolve exactly as originally planned. Educate your client about the possibility that he or she will be required to pay for a certain threshold percentage of project omissions or errors, and encourage the client to plan for the resultant ex-

Document All Changes in Scope!

Consider this scenario: The project’s design phase is complete and you present the client with an unanticipated, several-thousand-dollar bill for a wide array of changes you did not bother to document at the time each was performed. Some of these changes are the result of add-on requests from the client once the design work began. Others are the result of your own oversights that didn’t become apparent until your design work commenced.

How do you suppose the client reacts to these added charges? Does he say, “No problem!” and merrily sign the invoice to authorize payment? Or does he say, “What’s this? Had I known this work involved an extra fee, I never would have authorized it!”

Too often, the latter attitude prevails, creating the seed from which claims and lawsuits emerge. The client can refuse to pay, and you very well could wind up having to sue the client for payment of additional services. The client’s likely response would be to sue you for negligence. Alternately, to keep the client happy, you could simply eat the extras and hope for a break-even project when all of your unbudgeted bills are paid.

To avoid this problem, it is critical to document every change in scope, including its cost. When the client authorizes you to go beyond the original scope, prepare a written change order or memo of acknowledgment indicating what the extra comprises and how much it will cost to perform. Be sure that your form or memo references the basic contract, so all its terms and conditions apply.

Whenever possible, obtain the client’s acceptance of the change order in writing. By presenting your overall change budget buttressed by individual, signed change orders, your client will be far more willing to pay the extra cost and far less likely to sue you for negligence. Better yet, submit your change-order bills on a regular basis, so you can avoid the presentation of a mountain of additional charges created from multiple changes over the life of the project.



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tra costs by setting up a contingency fund.

A contingency fund establishes a certain percentage of the project budget to cover the normal “extra” costs that pop up in almost every project despite your best efforts to provide an accurate budget and perform to the prevailing standard of care. The percentage set aside in the fund should take into account the size, complexity and duration of the project. A 5%-10% contingency fund is not unusual for a standard project while a larger fund may be necessary for a highly innovative project with many unknowns. Also, try to negotiate a clause in your contract which states that your client will not sue you for extra costs that are within reasonable range of the contingency amount.

All changes paid for by the contingency fund need to be documented. To an extent, these added fees will fall into the category of “known unknowns,” and, because they will have been budgeted, they should create little cause for concern.

When Necessary, Bite the Bullet

Biting the bullet means providing everything the client expects or has been led to expect (via the scope of services) at the agreed-to fee. The logic for biting the bullet is basic: It is better to keep the client happy than to make the client unhappy, thereby risking loss of the client -- and client referrals. More to the point, the dollar loss associated with performing professionally -- i.e., applying the appropriate amount of quality control -- is a prudent investment in risk management, especially given the dispute costs associated with litigation.

But biting the bullet should not be your first choice. Many clients have been in similar financial situations themselves and will be sympathetic for pragmatic reasons: They understand that firms performing services at a loss are probably not going to perform those services as well as they otherwise could, to the client’s ultimate detriment.

In short, your first choice should be speaking with your client to obtain the amount to which you believe you are entitled. In many cases, clients are willing to pay the additional amount, in full or at least in part. In some cases, they pay nothing at all, but --even then-- quality control should not be sacrificed. Professional performance is your top priority. By taking this approach, you should avoid problems, retain a client for the future, and learn an important lesson.

Can We Be of Assistance?

We may be able to help you by providing referrals to consultants, and by providing guidance relative to insurance issues, and even to certain preventives, from construction observation through the development and application of sound human resources management policies and procedures. Please call on us for assistance. We’re a member of the Professional Liability Agents Network (PLAN). We’re here to help.





Celebrating the past. Designing the future.

The Michigan chapters of the American Institute of Architects (AIA) are each hard at work on their initiatives for the AIA 150 Blueprint for America program. Each chapter has developed and is in the process of implementing a targeted initiative to address the architectural and design needs of their individual communities, and those of the region.

AIA Michigan Designing for Michigan's Future

In celebration of the 150th anniversary of AIA, AIA Michigan will create a handbook to preserve Michigan AIA150 Initiatives, titled, *Designing for Michigan's Future: A Blueprint for Creating Healthy, Safe, Livable, and Sustainable Communities*. The handbook will offer examples of how the AIA's "10 Principles for Livable Communities" have been utilized across the state. The following provides an overview of the initiatives.

AIA Detroit Neighborhoods by Design

AIA Detroit's "Neighborhoods by Design" initiative was designed to bring area citizens, community and business leaders, architecture students and government officials together to find ways to update and strengthen local neighborhoods, creating places where people want to live, work and play. AIA Detroit will then gather and compile the results into a booklet to summarize the initiative and serve as a set of guidelines, complete with additional resources for creating neighborhood sustainability, which will be distributed to all interested communities throughout southeastern Michigan.

AIA Flint AIA Flint Partnership for Community Service

The AIA Flint Partnership for Community Service is an initiative to produce a cooperative master plan for the Whaley Children's Center and the surrounding

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Their clients will tell you things like, "make projects go smoother," or "improve my competitive edge," or "reduce project costs."

These insights lead me to my point. To effectively market (and direct the growth of revenues and profits) you need to stop "winging it."

- Understand where your revenues and profits come from and where you want to grow.
- Identify why your clients do business with you—really.
- Run your marketing program like you run your projects, with discovery, schedules, milestones, budgets and expected strategic outcomes.

Many marketers in the built environment are self taught. They are engineers, architects, scientists or administrative professionals that were drawn into marketing. Take advantage of resources to help you—a great place to start is SMPS (www.smeps.org or www.smeps-mi.org). This organization offers books, webinars and workshops to enhance your skills!

Leslie Kusek is president of LMK Consulting, a firm providing strategic marketing expertise to professional service companies. She can be reached at Leslie@LMKconsulting.com.





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neighborhood, including a prototype building that can be constructed at a low cost by volunteer labor and fulfill similar housing needs elsewhere. The residents of the center require 24-hour supervision and therapeutic services in a residential setting. The current center is too small and the surrounding community suffers from myriad socioeconomic challenges.

AIA Grand Valley West Michigan Regional Urban Design Charrettes

AIA Grand Valley, in partnership with the West Michigan Strategic Alliance, produced the West Michigan Regional Design Charrette. This partnership will again co-host multi-jurisdictional charrettes.

AIA Huron Valley Ann Arbor Livability 101

AIA Huron Valley will hold a number of informative and educational seminars to promote the AIA's 10 Principles for Livable Communities. The chapter will also create a booklet that will provide developers and the community with the tools necessary to understand and incorporate the livability concepts that are fundamental to a sustainable Ann Arbor.

AIA Southwest Michigan Continue the Momentum & Solidify the Vision

AIA Southwest Michigan's "Continue the Momentum & Solidify the Vision - A Community Design Charrette for the City of Albion, Michigan" will lay a foundation for discussion based on the Principles for Livable Communities. The charrette process will also aim to construct a decisions filter for the community to use in the future. At the conclusion of the charrette, a summary slide presentation will be given as a gift to the community.

AIA Upper Peninsula U.P. Design Assistance Team

AIA Upper Peninsula has made a minimum five-year commitment to provide at least five area communities with design assistance for a recognized community need. AIA Upper Peninsula architects will engage local government officials and fellow citizens to collaborate on a community service program that addresses an area community's distinct need with a goal of producing a shared vision for a more livable future.

An application and selection process has been established to choose on community to work with each year. Following selection, a team of architects, together with a community of area stakeholders, will prepare for and conduct a two-day design charrette to propose a solution to their design challenge. The first cycle began in Spring 2007, with the Manistique Waterfront Utilization Plan.

Visit the AIA 150 website at www.aia150.org for more information!



Key Personnel

> architects | engineers | surveyors | environmental

Kim Fricke | Chairman and CEO | 810.224.5254 | kfricke@pciaonline.com
 Mike Cosgrove | President and COO | 810.224.5255 | mcosgrove@pciaonline.com
 Julie Brooks | Assistant Vice President | 810.224.5263 | jbrooks@pciaonline.com



Kim Fricke



Mike Cosgrove



Julie Brooks

> lawyers | cpa's | financial planners

Lisa Gladstone | Senior Vice President | 810.224.5276 | lgladstone@pciaonline.com
 Sharon Jordan-Crowley | Vice President | 810.224.5259 | sjordan@pciaonline.com
 Bruce P. Knopp, CLU, ChFC, LUTCF | Account Executive | 810.224.5262 | bknopp@pciaonline.com



Lisa Gladstone



Sharon Jordan-Crowley



Bruce P. Knopp

> human resources | benefits

John Pulker | Vice President | 810.224.5261 | jpulker@pciaonline.com



John Pulker

> personal lines

Tony Preston | Vice President | 810.224.5267 | tpreston@pciaonline.com
 Donna Stempien | Account Administrator | 810.224.5277 | dstempien@pciaonline.com



Tony Preston



Donna Stempien

Client Services Team



Michele Weinstein

professional coverage

Assistant Vice President
 810.224.5268
 mweinstein@pciaonline.com



Kim Lewellen

business coverage

Account Manager
 810.224.5260
 klewellen@pciaonline.com



Trish Orndorf

professional coverage

Account Administrator
 810.224.5270
 torndorf@pciaonline.com



Ronnie Sosin

business coverage

Account Administrator
 810.224.5264
 rsosin@pciaonline.com

Administration



Barb Wasalaski



Melva Warnock



Leah Fritch

Barb Wasalaski | Financial Manager | 810.224.5257 | bwasalaski@pciaonline.com
 Melva Warnock | Office Coordinator | 810.224.5265 | mwarnock@pciaonline.com
 Leah Fritch | Executive Assistant | 810.224.5258 | lfritch@pciaonline.com

